

NOTICE OF CONSTRUCTION LIEN

STATE MS.-DESOTO CO.  
FILE

SEP 12 4 01 PM '90

RECORDED 9/13/90  
DEED BOOK 0  
PAGE 38  
W.E. DAVIS CH. CLK.

MODERN DOOR AND HARDWARE CO., Lienholder,  
Against the Land and Improvement of  
PROFESSIONAL DEVELOPMENT CORPORATION, Owner/s

MODERN DOOR AND HARDWARE CO. gives notice of a Construction Lien against the property of PROFESSIONAL DEVELOPMENT CORPORATION established by Section 85-7-131, M.C.A. 1972, (Supp. 1983), to-wit: 1. The property subject to this Lien is the property owned by PROFESSIONAL DEVELOPMENT CORPORATION, being described as: "Lot number 41, The Willows of Horn Lake (Revised), in Section 35, Township 1 South, Range 8 West, Desoto County, Mississippi, as shown on the plat appearing of record in Plat Book 36, Page 42, in the office of the Chancery Clerk of Desoto County, Mississippi."

2. The amount of the Lien is \$191.21 plus legal interest from and after JULY 26, 1990, and attorney's fees under Section 11-53-81, M.C.A. 1972 and Section 85-7-151, M.C.A., 1972.

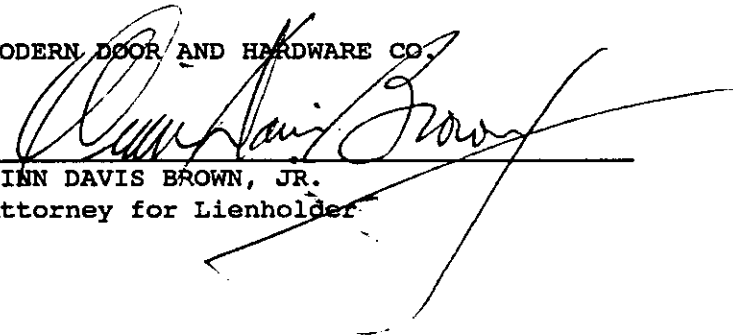
3. The Lien is for payment due under the contract attached hereto as Exhibit "1" and herewith recorded for the first time.

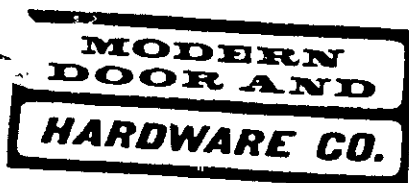
4. Suit for enforcement of this Lien is not being commenced concurrently with the filing of this Lien.

5. The Lienholder's address is: Modern Door and Hardware Co., P.O. Box 2121, Memphis, TN 38159.

6. The Owner's address is: Professional Development Corporation, 5384 Poplar, SW 337, Memphis, TN 38119.

GIVEN THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_ SEP 12 1990, 19\_\_\_\_.

MODERN DOOR AND HARDWARE CO.  
BY:   
WINN DAVIS BROWN, JR.  
Attorney for Lienholder



SALESPERSON

#5

MODERN DOOR AND HARDWARE CO.  
CREDIT APPLICATION AND GUARANTY AGREEMENT

CUSTOMER NAME: (Legal) Professional Development Corporation  
 Entity: Individual ( ) Corporation (X ) Partnership ( )  
 ADDRESS: 5384 Poplar Ave., Suite 337, Memphis, TN. 38119  
 CITY: Memphis STATE: TN ZIP: 38119  
 PHONE: 901-685-9100  
 BANK: First American  
 SOC. SEC. # 62-1096021 TAX EXEMPT #: N/A  
 Officers: President: Thomas H. Campbell  
 Address: Same  
 Secretary: Joy M. Scott Campbell  
 Address: Same  
 Owners: Same as Pres & Secy Address: Same as above

## REFERENCES:

(Include one bank and bank officer's name.)

NAME	MAILING ADDRESS	PHONE NO.
<u>E. H. Clarke</u>	<u>19 S. Second, Memphis, TN</u>	<u>523-8228</u>
<u>Campbell Blue Print</u>	<u>3124 Broad, Memphis, TN.</u>	<u>327-7385</u>
<u>Omega Travel Service</u>	<u>5050 Poplar Ave., Memphis, Tn</u>	<u>767-0761</u>
<u>General Plumbing</u>	<u>3855 Homewood, Memphi, TN.</u>	<u>795-2000</u>

Purchase Order Required: Yes ( ) No (X )

Purchases to be authorized: Yes (XX) No ( ) Contact: Jim Clayton or Tom Campbell

(If "No", then all orders shall be deemed authorized and delivery of goods will be made as directed.)

APPLICANT'S NAME Professional Development Corp.By: Thomas H. CampbellPosition: President

By: \_\_\_\_\_

Position: \_\_\_\_\_

NOTE: Please read and sign Guaranty Agreement on reverse side.

EXHIBIT 1 PAGE 1 OF 2

For value received and in consideration of the credit given and to be given, loan, or extension made or to be made, to CUSTOMER, as maintained on the first page, which the undersigned requested, the undersigned (if more than one, jointly and severally) hereby:

(a) unconditionally guaranties, irrespective of the genuineness, validity, regularity or enforceability, or of the obligation evidenced thereby, or the existence or extent of any collateral, and irrespective of any other circumstance or conditions, to pay to Modern Door and Hardware Co., that all sums, (principal, interest and charges) shall be promptly paid in full when due; and that in the event Customer fails to make prompt payment when due the undersigned shall make said payment;

(b) consents that from time to time, without notice to the undersigned, payments of any of said sums due from Customer may be extended in whole or in part by indulgence by renewal note or notes or otherwise and that Modern Door and Hardware Co. may take or refrain from taking any action authorized by law, or without notice to, consent of or release of liability on the part of the undersigned, notwithstanding the above, the undersigned shall be liable for the indebtedness due to Modern Door and Hardware Co. from Customer and this Guaranty shall be enforceable without the necessity of the claim being first brought against Customer;

(c) agrees that the obligation of the undersigned shall be and remain unaffected by (i) any understanding or agreement that any of the person, firm, or corporation was or is to sign or become bound for the payment of the indebtedness due from Customer; or (ii) by the death or bankruptcy of the Customer or any one or more of the undersigned.

The undersigned specifically acknowledge that the extension of credit to Customer has been given on the basis of the execution of this Guaranty and therefore agree that the ledger card showing the indebtedness due from Customer to Modern Door and Hardware Co.; shall be prima facie evidence of the amount due from the undersigned (if more than one, jointly and severally) to Modern Door and Hardware Co., and that Modern Door and Hardware Co. shall have the right to prosecute against the undersigned for payment of the indebtedness prior to taking any action against the Customer.

**THIS IS A GUARANTY AGREEMENT AND IT IS IMPORTANT THAT YOU THOROUGHLY READ THIS CONTRACT BEFORE YOU SIGN IT.**

Professional Development Corporation  
 Guarantor: 5584 Poplar Ave. Suite 337  
Memphis, Tennessee 38119  
Thomas H. Kingwell  
President



INVOICE

INVOICE DATE	INVOICE NO	PAGE
02/13/90	46653	1

MEMPHIS • PENSACOLA • FT. WALTON BEACH  
REMIT TO: P.O. BOX 2121  
MEMPHIS, TN 38159  
901 - 363-2450

SOLD TO

PROFESSIONAL DEVELOPMENT  
5384 POPLAR SW 337  
MEMPHIS, TN 38119

SHIP TO

PROFESSIONAL DEVELOPMENT  
JOB ADDRESS  
WILLOW OF HORN LAKE ZERO LOT 41  
SHIP To: JOB ADDRESS

ORDER NUMBER	ORDER DATE	CUSTOMER NUMBER	SALES MAN	PURCHASE ORDER NO	SHIP VIA	SHIP DATE	TERMS
211849	02/13/90	216021	10	TN	OUR TRUCK	ASAP	2% 10TH PROX

QUANTITY ORDERED	UNIT	QTY. SHIPPED		ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
		QTY	BACK ORD			ITEM DISC	EXTENDED PRICE
1		1		*4302	TOTAL TRIP LABOR AND MATERIALS	EACH	.00 .00
1		1		*4302	TO INSTALL VENTILATED SHELVING	EACH	124.86 124.86

All past due accounts will be charged 1½% per month.

SALE AMOUNT	124.86
MISC CHARGES	.00
FREIGHT	.00
SALES TAX	9.68
TOTAL	134.54
PAYMENT REC'D	
BALANCE DUE	

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INVOICE

INVOICE DATE	INVOICE NO	PAGE
05/10/90	50837	1

MEMPHIS • PENSACOLA • FT. WALTON BEACH  
REMIT TO: P.O. BOX 2121  
MEMPHIS, TN 38159  
901 - 363-2450

PROFESSIONAL DEVELOPMENT  
6685 QUINCE  
SUITE 111  
MEMPHIS, TN 38119

PROFESSIONAL DEVELOPMENT  
SHIP TO JOB ADDRESS  
JOB ADDRESS  
WILLOWS ZERO  
SHIP TO JOB ADDRESS

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ORDER NUMBER	ORDER DATE	CUSTOMER NUMBER	SALES MAN	PURCHASE ORDER NO	SHIP VIA	SHIP DATE	TERMS
221041	05/09/90	216021	10	MS	OUR TRUCK	ASAP	2% 10TH PROX

QUANTITY ORDERED	UNIT	QTY. SHIPPED		ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
		QTY	BACK ORD			ITEM DISC	EXTENDED PRICE
16		16		*4209	9400PB TOWEL BAR CS	EACH	5.65 90.40
13		13		*4209	9403PB PAPER HOLDER CS	EACH	3.50 45.50
7		7		*4209	9406PB SOAP DISH CS	EACH	2.55 17.85
24		24		*4209	3PRING STOP US3	EACH	.29 6.96

All past due accounts will be charged 1½% per month.

SALE AMOUNT	160.71
MISC CHARGES	.00
FREIGHT	.00
SALES TAX	9.64
TOTAL	170.35
PAYMENT REC'D	
BALANCE DUE	

**MODERN  
DOOR AND  
HARDWARE CO.**

**INVOICE**

INVOICE DATE	INVOICE NO	PAGE
02/20/90	47225	1

MEMPHIS • PENSACOLA • FT. WALTON BEACH  
REMIT TO: P.O. BOX 2121  
MEMPHIS, TN 38159  
901 - 363-2450

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PROFESSIONAL DEVELOPMENT  
5384 POPLAR SU 307  
MEMPHIS, TN 38119

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PROFESSIONAL DEVELOPMENT  
JOB ADDRESS  
WILLOWS APTS  
SHIP TO: QUINCE

ORDER NUMBER	ORDER DATE	CUSTOMER NUMBER	SALES MAN	PURCHASE ORDER NO	SHIP VIA	SHIP DATE	TERMS
216158	02/20/90	216021	10	TN.	OUR TRUCK	ASAP	2% 10TH PROX

QUANTITY ORDERED	UNIT	QTY. SHIPPED	ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
		QTY BACK ORD			ITEM DISC	EXTENDED PRICE
2		2	*4201	DLK HAMMERED HOUSE H'S #1	EACH	1.48
						1.48

All past due accounts will be charged 1½% per month.

SALE AMOUNT	1.48
MISC CHARGES	.00
FREIGHT	.00
SALES TAX	.11
TOTAL	1.59
PAYMENT REC'D	
BALANCE DUE	



INVOICE

INVOICE DATE\* 02/15/90 INVOICE NO 46969 PAGE 1

MEMPHIS • PENSACOLA • FT. WALTON BEACH  
REMIT TO: P.O. BOX 2121  
MEMPHIS, TN 38159  
901 - 363-2450

PROFESSIONAL DEVELOPMENT  
5384 POPLAR SW 337  
MEMPHIS, TN 38119

SHIP TO  
PROFESSIONAL DEVELOPMENT  
JOB ADDRESS  
WILLOW HORN LAKE  
SHIP TO JOB ADDRESS

ORDER NUMBER	ORDER DATE	CUSTOMER NUMBER	SALES MAN	PURCHASE ORDER NO.	SHIP VIA	SHIP DATE	TERMS
216103	02/14/90	216021	10	TN	OUR TRUCK	ASAP	2* 10TH PROX
QUANTITY ORDERED	UNIT	QTY. SHIPPED	QTY. BACK ORD	ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
1		1		*4302	TOTAL TRIP LABOR AND MATERIAL VENTED SHELVING	EACH	.00
1		1		*4302	FOR THE SUM OF	EACH	52.06
							52.06
						SALE AMOUNT	52.06
						MISC CHARGES	.00
						FREIGHT	.00
						SALES TAX	4.03
						TOTAL	56.09
						PAYMENT REC'D	
						BALANCE DUE	

st due accounts will be charged 1½% per month.



INVOICE

INVOICE DATE	INVOICE NO	PAGE
02/12/90	46560	1

MEMPHIS • PENSACOLA • FT. WALTON BEACH  
REMIT TO: P.O. BOX 2121  
MEMPHIS, TN 38159  
901 - 363-2450

PROFESSIONAL DEVELOPMENT  
5004 POPPERS BLVD  
MEMPHIS, TN 38119

PROFESSIONAL DEVELOPMENT  
108 ADDRESS  
ZERO LOT WILLOWS  
SHIP TO: WILLOWS OF HORN LAKE

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ORDER NUMBER	ORDER DATE	CUSTOMER NUMBER	SALES MAN	PURCHASE ORDER NO	SHIP VIA	SHIP DATE	TERMS
211841	02/10/90	216021	10	MS	OUR TRUCK	02/02/90	2% 10TH PROX

QUANTITY ORDERED	UNIT	QTY. SHIPPED		ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT PRICE
		QTY	BACK ORD			ITEM DISC	EXTENDED PRICE
1		1		4201	BLACK HAMMERED HOUSE NUMBERS 0	EACH	.57
2		2		4201	BLACK HAMMERED HOUSE NUMBERS 1	EACH	1.14
1		1		4201	BLACK HAMMERED HOUSE NUMBERS 2	EACH	.57
1		1		4201	BLACK HAMMERED HOUSE NUMBERS 4	EACH	.57
3		3		4201	BLACK HAMMERED HOUSE NUMBERS 5	EACH	1.71
2		2		4201	BLACK HAMMERED HOUSE NUMBERS 7	EACH	1.14
1		1		4201	BLACK HAMMERED HOUSE NUMBERS 8	EACH	.57

All past due accounts will be charged 1 1/2% per month.

SALE AMOUNT	6.27
MISC CHARGES	.00
FREIGHT	.00
SALES TAX	.38
TOTAL	6.65
PAYMENT REC'D	
BALANCE DUE	